

2.08.02

**Policy on Confidentiality and Non-Compete Clause**

Employees, particularly managers and officers, of the Company will be exposed and gain an in-depth knowledge of some of the company's operations, which could include information that should be held confidential. These could include interpersonal relationships or

intimate details of a corporate life that should be kept with professional discretion to oneself.

**2.08.02.01 Confidentiality Policy Statement**

At all times, during the term of one's employment and thereafter, an employee will hold in strictest confidence and will not disclose, use or publish any of the Company's Proprietary information, (defined below), except as required in connection with one's work with the Company, or unless approved in writing by an authorized officer of the Company.

The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company and each affiliate/ subsidiary of the Company.

**2.08.02.02 Non-compete clause**

To allow the Company to maintain its competitiveness in all the areas of commercial interest, including preservation of its good name in the community, the employee agrees, for a period of two (2) years after his severance from his services or employ of the Company, not to directly or indirectly engage in any other business undertaking or activity, similar or substantially similar to the business operations or activities of the Company or any of its affiliates. For this purpose, "*directly or indirectly engaging in any business similar or substantially similar to that of the Company*", shall include but is not limited to, engaging in the same business as owner, partner, agent, representative or as an employee of any person, firm, corporation, or other entity.

Furthermore, the employee shall not solicit, obtain, secure, or render services to any prospective or present client, which has been solicited or serviced by the Company or any of its affiliates, nor shall recruit any of the employees of the Company including those of its affiliates to engage in a business similar or the same to that of the Company or its affiliates, as long as you are employed by the Company and for a period of two (2) years thereafter.

**2.08.02.03**    **Procedure**

- a.    The respective HR Dept. will let the newly hired employee sign to signify his conformity and acceptance to the Confidentiality Agreement (See Appendix II Exhibit 15) or the Confidentiality and Non-Compete Agreement (See Appendix II Exhibit 15a), as the case may be, before the employee starts his employment with the Company.
  
- b.    Resigning/retiring employees, who did not sign the agreement when hired, will likewise sign the agreement before his exit from the company or before his final pay is released by the HR Dept.